

EXHIBIT 1

INDEX IN SUPPORT OF SEALING CONFIDENTIAL INFORMATION

Material	Basis for Sealing (Legitimate Public or Private Interest That Warrants Relief)	Clearly Defined and Serious Injury that Would Result if the Relief is Not Granted	Why a Less Restrictive Alternative to the Relief Sought is Not Available	Party in Opposition to Sealing, if any, and Basis
PBM Defendants' Memorandum in Support of Motion to Dismiss [ECF No. 252]				
Page 4, "each . . . received."	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 4 n.4, "Lake . . . 2015."	ESI maintains redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain ESI's competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause ESI significant competitive harm, including by giving its competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None

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Page 8, “ <i>at . . . rebates.</i> ”	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs’ competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 9, “The . . . County.”	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs’ competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None

Material	Basis for Sealing (Legitimate Public or Private Interest That Warrants Relief)	Clearly Defined and Serious Injury that Would Result if the Relief is Not Granted	Why a Less Restrictive Alternative to the Relief Sought is Not Available	Party in Opposition to Sealing, if any, and Basis
Page 10, “excludes . . . PBM.”	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs’ competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 10 n.7, “PBM . . . fees.”	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs’ competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None

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Page 10 n.8, “PBM . . . terms.”	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs’ competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 22, “Lake . . . Rebates.”	OptumRx maintains redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain OptumRx’s competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause OptumRx significant competitive harm, including by giving its competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None

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Page 22, “King . . . received.”	CVS maintains redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain CVS’s competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause CVS significant competitive harm, including by giving its competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Exhibit 1 in Support of PBM Defendants’ Motion to Dismiss [ECF No. 253-1]				
Entire document (CVS-King Contract)	CVS maintains that this document should remain under seal because it is a confidential contract that contains CVS’s competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	Disclosure of even a portion of these confidential contracts would reveal competitively sensitive and proprietary information.	None

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Exhibit 2 in Support of PBM Defendants' Motion to Dismiss [ECF No. 254-1]				
Entire document (2012 ESI-King Contract)	ESI maintains that this document should remain under seal because it is a confidential contract that contains ESI's competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	Disclosure of even a portion of these confidential contracts would reveal competitively sensitive and proprietary information.	None
Exhibit 3 in Support of PBM Defendants' Motion to Dismiss [ECF No. 254-2]				
Entire document (2015 ESI-King Amendment)	ESI maintains that this document should remain under seal because it is a confidential contract that contains ESI's competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	Disclosure of even a portion of these confidential contracts would reveal competitively sensitive and proprietary information.	None

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Exhibit 4 in Support of PBM Defendants' Motion to Dismiss [ECF No. 254-3]				
Entire document (2015 ESI-Lake Contract)	ESI maintains that this document should remain under seal because it is a confidential contract that contains ESI's competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	Disclosure of even a portion of these confidential contracts would reveal competitively sensitive and proprietary information.	None
Exhibit 5 in Support of PBM Defendants' Motion to Dismiss [ECF No. 254-4]				
Entire document (2015 ESI-Lake Part D)	ESI maintains that this document should remain under seal because it is a confidential contract that contains ESI's competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	Disclosure of even a portion of these confidential contracts would reveal competitively sensitive and proprietary information.	None

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Exhibit 6 in Support of PBM Defendants' Motion to Dismiss [ECF No. 254-5]				
Entire document (2017 ESI-Lake Contract)	ESI maintains that this document should remain under seal because it is a confidential contract that contains ESI's competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	Disclosure of even a portion of these confidential contracts would reveal competitively sensitive and proprietary information.	None
Exhibit 7 in Support of PBM Defendants' Motion to Dismiss [ECF No. 255-1]				
Entire document (2018 OptumRx- Lake Contract)	OptumRx maintains that this document should remain under seal because it is a confidential contract that contains OptumRx's competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	Disclosure of even a portion of these confidential contracts would reveal competitively sensitive and proprietary information.	None

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Self-Funded Payor Plaintiffs' Response in Opposition to PBM Defendants' Motion to Dismiss [ECF No. 257]				
Page 5, "the PBM . . . agreements."	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 32, "they . . . Manufacturers."	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None

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PBM Defendants' Reply in Support of PBM Defendants' Motion to Dismiss [ECF No. 259]				
Page 1, line 4 [two words only]	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 2, "defined . . . products."	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 2, "required . . . Counties."	The PBMs maintain redacted portions of this	Allowing this competitively sensitive commercial	The redactions to the subject document are	None

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	brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	narrowly tailored to protect only sensitive information.	
Page 2, "disclosed . . . price."	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 2, "may . . . Rebates."	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive	The redactions to the subject document are narrowly tailored to protect only	None

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	highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	harm, including by giving its competitors a significant and unfair competitive advantage in contract negotiations.	sensitive information.	
Page 3, "excluded . . . receives."	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving its competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Pages 4–5 n.1, "the PBMs' . . . disclosed."	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None

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	sensitive commercial proprietary information.	advantage in contract negotiations.		
Page 8, “would . . . Counties.”	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs’ competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 9, “Lake . . . receives.”	OptumRx maintains redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain OptumRx’s competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause OptumRx significant competitive harm, including by giving its competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None

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Page 22, “ <i>expressly</i> ... through.”	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs’ competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Pages 22–23, “that ... County.”	The PBMs maintain redacted portions of this brief should remain under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs’ competitively sensitive commercial proprietary information.	Allowing this competitively sensitive commercial proprietary information to become public would cause the PBMs significant competitive harm, including by giving the PBMs’ competitors a significant and unfair competitive advantage in contract negotiations.	The redactions to the subject document are narrowly tailored to protect only sensitive information.	None
Page 23, “which ... decisions.”	The PBMs maintain redacted portions of this brief should remain	Allowing this competitively sensitive commercial proprietary information to	The redactions to the subject document are narrowly tailored to	None

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	under seal because they discuss or quote terms of highly confidential contracts that contain the PBMs' competitively sensitive commercial proprietary information.	become public would cause the PBMs significant competitive harm, including by giving the PBMs' competitors a significant and unfair competitive advantage in contract negotiations.	protect only sensitive information.	